



City Council

Agenda Item

Subject: Approval of a 3-Year Watertown Stadium Use Agreement between the City of Watertown and the Watertown Baseball Association.

Meeting: City Council - Feb 18 2025

From: Dusty Rodiek, Director of Parks, Recreations & Forestry

BACKGROUND INFORMATION:

This 3-year agreement provides for continued community use of the Watertown Stadium. This agreement will run simultaneously with a proposed School District/City use agreement on the site. WBA will have use of the Stadium baseball field for its summer seasons and will host the 2025 Legion Baseball State Tournament. The 3-year term allows for planning and fundraising for either a major renovation to the stadium or the development of an alternate location. Beyond the use by WBA, the City recreation division would move its youth football program to the Stadium in the Fall.

FINANCIAL CONSIDERATIONS:

During the term of this agreement the Watertown Baseball Association will compensate the City a flat fee of \$11,000/ year to cover utility, mowing and field maintenance costs for their use. Additionally, they will cost share any required repairs to lights and scoreboards and are solely responsible for their own sound system.

OVERSIGHT / PROJECT RESPONSIBILITY:

Dusty Rodiek – Parks, Recreation & Forestry Director

STAFF RECOMMENDATION / SUGGESTED MOTION:

I move to approve the 3-Year Watertown Stadium Use Agreement between the City of Watertown and the Watertown Baseball Association.

ATTACHMENT(S):

[Watertown Stadium Use Agreement](#)

WATERTOWN STADIUM USE AGREEMENT
Between the City of Watertown
and Watertown Baseball Association

This Facility Use Agreement ("Agreement") is entered into as of [Date], by and between the CITY of Watertown ("CITY") and the Watertown Baseball Association, a South Dakota non-profit corporation ("WBA"). This Agreement outlines the policies, terms, and conditions for the use of Watertown Stadium by the WBA.

Section 1: Recitals, General Purpose, and Term

The Watertown Baseball Association, Inc. is a South Dakota non-profit corporation supporting baseball programming in Watertown. The CITY and WBA have developed and maintained a progressive history and productive working relationship cooperatively providing baseball programs serving the Watertown community. To that end, this agreement shall set forth policies, terms and conditions for the use and operation of the Watertown Stadium. This Agreement shall commence on 3/01/25 and continue through 3/01/28.

Section 2: Ownership of Facility

The Parties understand the Watertown Stadium is owned by the Watertown School District and is being leased by the CITY and operated through its Parks, Recreation and Forestry Department; and that WBA is a facility user. The CITY recognizes WBA as one of the major users of the facility. The building and all its permanent fixtures and equipment shall be owned by the Watertown School District and leased by the CITY except for those specifically noted as being owned by WBA.

Section 3: Persons Responsible for Administration of this Agreement

The CITY designates the Director of Parks, Recreation, and Forestry as the person responsible for administration of this agreement and overall management of the facility. The Director shall utilize CITY resources such as personnel and equipment as a means of administering this agreement. WBA shall designate a contact person (WBA President) responsible for administration and enforcement of this agreement. From time to time, CITY shall work with other designated WBA representatives (ex: WBA Director of Baseball Operations) depending upon the issue or project contemplated.

Section 4: General Facility Operations and Responsibilities

A. **WBA Responsibilities.** The WBA is responsible for, and agrees to:

1. Pay an annual fee of \$11,000 to the CITY to be paid on or before March 1 of each year.
2. Perform general maintenance and preparation of the infield area for practices and games.
3. Construct and maintain the pitching mound.
4. Set up and remove field fences and batting cages as needed.
5. Cover all costs for facility updates or improvements specifically for WBA activities.
6. Cover all costs associated with desired field logo painting.
7. Be responsible for the maintenance, repairs, and operation costs of the sound system.

8. Share repair costs with the CITY for field lighting and scoreboard systems.
9. Provide the CITY with a schedule of facility use in advance of the season.
10. Maintain the cleanliness of the facility during and after use.

B. **CITY Responsibilities.** The CITY is responsible for and agrees to:

1. Cover the cost of facility utilities and garbage service.
2. Clean Stadium restroom facilities as part of the regular maintenance schedule.
3. Perform all aspects of sports turf management and general maintenance of the stadium area.
4. Maintain and control the irrigation system for the stadium.
5. Provide for maintenance of field lighting and scoreboards, with repair costs shared with WBA.
6. Paint foul lines as required.
7. Provide agricultural lime (aglime) for infield needs.
8. Supply field chalk, mound clay, conditioner and drying agent as needed.
9. Assist with installation of backstop netting.
10. Allow for storage of approved baseball equipment.

Section 5: Shared Costs Between WBA and CITY

Both parties agree to equally share costs related to repairs of the field lighting and scoreboard systems. All maintenance and repairs by CITY is contingent upon available funds and approval, when necessary, of the City Council.

Section 6: Facility Cleanliness and Storage Space

The WBA shall ensure that the facility is clean and orderly during and after their use. Failure to comply may result in additional cleaning fees charged by the CITY.

To the extent available, and with the specific permission of each request, CITY agrees to make certain areas of the facility available to WBA for storage of WBA-owned equipment and supplies. Such stored items shall be owned by WBA and for the benefit of WBA and its programs. For such equipment, WBA agrees to hold the CITY harmless for any loss, damage, or theft of said equipment while in storage at the facility.

Section 7: Insurance

The WBA shall maintain general liability insurance covering their use of the facility, naming the City of Watertown as an additional insured. Proof of insurance must be provided annually.

Section 8: Indemnification

The WBA agrees to indemnify, defend, and hold harmless the CITY, its officers, agents, and employees from all claims, damages, liabilities, liens, judgment, costs, damages, and expense of whatsoever kind, including costs and reasonable attorney's fees, which may in any way be suffered

by the CITY by reason of, or arising out of, the operations by WBA including but not limited to all services and concessions. WBA shall, during the term hereof, hold CITY harmless and indemnify it from any and all damages and demands that may result from all acts, including third-party claims and negligence of WBA, including specifically, but not limited to, personal injury and property damage claims arising out of or incidental to the use, maintenance or operation by WBA or his employees or agents, of any of the structures, appliances, equipment or operations referred to in this Agreement.

Section 9: Termination

This Agreement may be terminated by either party with 30 days written notice. In the event of termination, the WBA will be responsible for pro-rata payment of any fees due as of effective the termination date.

Section 10: Entire Agreement

This Agreement constitutes the entire understanding between the parties regarding the use of Watertown Stadium. Any amendments to this Agreement must be in writing and signed by both parties.

Section 11: Use by CITY

Both parties recognize and acknowledge the facility will accommodate other functions, and CITY may provide and use the facility for flag football in the fall and events in the summer. Any summer events will be coordinated between the Parties so as not to interfere with WBA's services and programs.

Signatures

CITY of Watertown

By: _____

Name: _____

Title: _____

Date: _____

Watertown Baseball Association

By: _____

Name: _____

Title: _____

Date: _____